

JUDGE FRANKLIN BURGESS

Presented to the Court by the foreman of the
Grand Jury in open Court, in the presence of
the Grand Jury and FILED in The U.S.
DISTRICT COURT at Seattle, Washington.

January 29 20*04*
BRUCE RIFKIN, Clerk

By *K. Arent Zachary* Deputy

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

NATIONWIDE MOVING
SYSTEMS, LLC,
aka NORTHSTAR MOVING
& STORAGE,
aka AMERICAN STAR MOVING
& STORAGE,
ERIK DERI,
TANYA DERI,
aka TANYA MARTIN,
aka TANYA DEREI,
YUVAL DEREI,
YOSEF NAHUM,
aka JOSEF NAHUM,
aka JOE NAHAM,
aka YOSI DEREI,
aka AVNERY YOSEFY,
aka RAYMOND NIELSEN,
aka NIELSEN RAYMOND, and
MARTIN KIRK II,

Defendants

NO. CR03-0343FDB

THIRD SUPERSEDING
INDICTMENT



03-CR-00343-INDI

THE GRAND JURY CHARGES THAT:

COUNT 1

**(Conspiracy to Commit Wire Fraud
and Interfere with Commerce by Extortion)**

1 **A. The Offense**

2 1. Beginning at a time uncertain, but in or about May 2002, and continuing
3 until on or about July 15, 2003, within the Western District of Washington, and
4 elsewhere, NATIONWIDE MOVING SYSTEMS, LLC, (aka NORTHSTAR
5 MOVING & STORAGE, aka AMERICAN STAR MOVING & STORAGE), ERIK
6 DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), YUVAL
7 DEREI, YOSEF NAHUM, (aka JOSEF NAHUM, aka JOE NAHAM, aka YOSI
8 DEREI, aka AVNERY JOSEFY, aka RAYMOND NIELSEN, aka NIELSEN
9 RAYMOND) and MARTIN KIRK II did knowingly and willfully conspire, combine,
10 confederate, and agree together with others, known and unknown, to commit offenses
11 against the United States, to wit: wire fraud, in violation of Title 18, United State Code,
12 Section 1343, and interference with commerce by extortion, in violation of Title 18,
13 United States Code, Section 1951, and committed acts in furtherance of that
14 conspiracy.

15 **B. Background**

16 At all times material herein,

17 2. NATIONWIDE MOVING SYSTEMS, LLC ("NATIONWIDE"), (aka
18 NORTHSTAR MOVING & STORAGE, aka AMERICAN STAR MOVING &
19 STORAGE), was a moving company that operated from offices in the Western District
20 of Washington (Kirkland and Woodinville, Washington), and engaged in the interstate
21 transportation of household goods ("goods") for members of the public, an industry
22 that affects interstate commerce;

23 3. ERIK DERI was a resident of the Western District of Washington, and was
24 an owner, officer, and manager of NATIONWIDE, who exercised management
25 authority and control over NATIONWIDE and its employees;

26 4. TANYA DERI was a resident of the Western District of Washington, and
27 was an owner, officer, and manager of NATIONWIDE, who exercised management
28

1 authority and control over NATIONWIDE and its employees, including supervision of
2 the processing of customer claims against NATIONWIDE;

3 5. YUVAL DEREI was a resident of the Western District of Washington, and
4 was a manager and supervisor for NATIONWIDE, who provided estimates to
5 NATIONWIDE customers and direction to NATIONWIDE employees;

6 6. YOSEF NAHUM was a resident of the Western District of Washington,
7 and was a manager, supervisor and sometimes foreman for NATIONWIDE, who
8 provided estimates to NATIONWIDE customers and direction to NATIONWIDE
9 employees; and

10 7. MARTIN KIRK II was a resident of the Western District of Washington,
11 and was a packer and foreman on NATIONWIDE moving jobs, who participated in
12 packing and loading customers' goods onto and in the trucks used by NATIONWIDE
13 to move customers' goods.

14 **C. Object of the Conspiracy**

15 8. It was the object of the conspiracy for the defendants to unjustly enrich
16 themselves by luring customers into doing business with NATIONWIDE by offering
17 them low moving estimates, subsequently inflating the prices of the moves, and
18 thereafter withholding delivery of their goods until customers paid inflated prices to
19 NATIONWIDE.

20 **D. Manner and Means of the Conspiracy**

21 9. It was part of the conspiracy that NATIONWIDE falsely represented itself
22 to the public as a reputable, insured, licensed and authorized moving company when, in
23 fact, NATIONWIDE was never properly licensed or authorized by either the State of
24 Washington or the federal authorities and was never adequately insured for the carriage
25 of household goods.

26 10. It was further part of the conspiracy that ERIK DERI, TANYA DERI,
27 YUVAL DEREI, YOSEF NAHUM, and other NATIONWIDE employees
28 intentionally provided low moving estimates to customers to induce them to hire

1 NATIONWIDE to move their goods. These estimates were conveyed by telephone,
2 facsimile or electronic mail ("e-mail").

3 11. It was further part of the conspiracy that NATIONWIDE moving crews,
4 including YOSEF NAHUM, MARTIN KIRK II and others, would use rental trucks
5 that were not adequately insured for the authorized carriage of household goods. It
6 was also the customary practice of NATIONWIDE crews to disconnect the odometers,
7 in order to conceal the actual mileage on rental trucks used by NATIONWIDE to
8 conduct interstate moves.

9 12. It was further part of the conspiracy that ERIK DERI, TANYA DERI,
10 YUVAL DEREI, and YOSEF NAHUM supervised NATIONWIDE employees who
11 conducted the actual moves, and instructed those employees in techniques designed to
12 extort NATIONWIDE customers to obtain payments far in excess of the estimates
13 previously provided to the NATIONWIDE customers by telephone, fax, or e-mail.

14 13. It was further part of the conspiracy that NATIONWIDE moving crew
15 members, including YOSEF NAHUM and MARTIN KIRK II and others, attempted to
16 obtain the signatures of NATIONWIDE customers on blank or incomplete bills of
17 lading and other documents when they arrived to load the goods, in order to
18 "document" falsely the increases in moving costs to the NATIONWIDE customers.

19 14. It was further part of the conspiracy that, once the NATIONWIDE
20 moving crew members, including YOSEF NAHUM, MARTIN KIRK II and others,
21 had loaded the customer's goods onto the moving trucks, YOSEF NAHUM, MARTIN
22 KIRK II and others employed by NATIONWIDE would notify the customer of a
23 falsely inflated price for the move, by claiming, among other things, that the
24 customer's goods occupied more cubic feet than had been originally estimated by
25 NATIONWIDE and/or by overcharging the customers for unnecessary packing
26 materials.

27 15. It was further part of the conspiracy that NATIONWIDE moving crews,
28 including YOSEF NAHUM, MARTIN KIRK II and others, would threaten to unload

1 the goods of the NATIONWIDE customer onto the street at the pick-up location, and
2 impose a charge for the same, if the customer did not agree to pay the inflated price
3 demanded by the NATIONWIDE moving crew.

4 16. It was further part of the conspiracy that once a customer's goods were in
5 the possession of NATIONWIDE, officers and employees of NATIONWIDE,
6 including ERIK DERI, TANYA DERI, YUVAL DEREL, YOSEF NAHUM, MARTIN
7 KIRK II and others, would threaten NATIONWIDE customers during telephone
8 conversations with the loss of their goods unless they paid the inflated moving price
9 demanded by NATIONWIDE.

10 17. It was further part of the conspiracy that ERIK DERI, TANYA DERI,
11 YUVAL DEREL, and YOSEF NAHUM ignored customers' repeated complaints about
12 the inflated price and/or lied to the customers about the delivery of their goods, often
13 using false names when dealing with customers over the telephone.

14 18. It was further part of the conspiracy that the household goods of some
15 NATIONWIDE customers were stolen by NATIONWIDE managers and employees,
16 including TANYA DERI and ERIK DERI.

17 19. It was further part of the conspiracy that the household goods of many
18 NATIONWIDE customers were mishandled and badly damaged while entrusted to
19 NATIONWIDE. Under the supervision of TANYA DERI, it was NATIONWIDE's
20 practice to resist customer claims and avoid payment for damage or loss of customers'
21 household goods.

22 **E. Overt Acts**

23 In furtherance of the conspiracy and to achieve the objects thereof, at least one
24 of the co-conspirators committed or caused to be committed, in the Western District of
25 Washington, and elsewhere, at least one of the following overt acts, among others:

26 20. On or about July 17, 2002, a NATIONWIDE moving crew loaded the
27 goods of R. & J.B. onto a moving truck for an interstate move, and, once the goods
28 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of

1 ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the
2 interstate move from the original low estimate of \$4,434.00 to an inflated price of
3 \$14,000.00, and attempted to induce the customers to pay the inflated price, based
4 upon threats of economic harm if they did not.

5 21. On or about August 15, 2002, a NATIONWIDE moving crew loaded the
6 goods of T. & A.W. onto a moving truck for an interstate move, and, once the goods
7 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
8 ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the
9 interstate move from the original low estimate of \$1,100.00 to an inflated price of
10 \$3,915.00, and attempted to induce the customers to pay the inflated price, based upon
11 threats of economic harm if they did not.

12 22. On or about August 16, 2002, a NATIONWIDE moving crew loaded the
13 goods of R.R. onto a moving truck for an interstate move, and, once the goods were so
14 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
15 DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the interstate
16 move from the original low estimate of \$4,222.12 to an inflated price of \$25,530.00,
17 and attempted to induce the customer to pay the inflated price, based upon threats of
18 economic harm if he did not.

19 23. On or about August 30, 2002, NATIONWIDE intentionally provided by e-
20 mail an initial low estimate of \$1,282.50 to B.V. in Oregon, intending to entice him
21 thereby to hire NATIONWIDE to conduct an interstate move for which he would later
22 be charged an inflated price.

23 24. On or about September 1, 2002, ERIK DERI and TANYA DERI
24 intentionally provided by e-mail and telephone an initial low estimate of \$2,800.00 to
25 D. & D.H. in California, intending to entice them thereby to hire NATIONWIDE to
26 conduct an interstate move for which they would later be charged an inflated price.

27 25. On or about September 14, 2002, a NATIONWIDE moving crew loaded
28 the goods of K.G. onto a moving truck for an interstate move, and, once the goods

1 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
2 ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the
3 interstate move from the original low estimate of \$1,275.00 to an inflated price of
4 \$2,550.00, and attempted to induce the customer to pay the inflated price, based upon
5 threats of economic harm if she did not.

6 26. On or about September 17, 2002, TANYA DERI, in the name of "Tanya
7 Martin," submitted to the Washington Utilities and Transportation Commission a
8 fraudulent written "Household Goods Statement of Support" in support of an
9 application for a "Household Goods Carrier Permit".

10 27. On or about October 3, 2002, a NATIONWIDE moving crew loaded the
11 goods of D. & D.H. onto a moving truck for an interstate move, and, once the goods
12 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
13 ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the
14 interstate move from the original low estimate of \$2,800.00 to an inflated price of
15 \$10,000.00, and attempted to induce the customers to pay the inflated price, based
16 upon threats of economic harm if they did not.

17 28. On or about October 14, 2002, a NATIONWIDE moving crew loaded the
18 goods of S.L. onto a moving truck for an interstate move, and, once the goods were so
19 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
20 DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the interstate
21 move from the original low estimate of \$1,301.00 to an inflated price of \$3,000.00, and
22 attempted to induce the customer to pay the inflated price, based upon threats of
23 economic harm if she did not.

24 29. On or about October 17, 2002, a NATIONWIDE moving crew loaded the
25 goods of B.V. onto a moving truck for an interstate move, and, once the goods were so
26 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
27 DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the interstate
28 move from the original low estimate of \$1,279.80 to an inflated price of \$4,500.00, and

1 attempted to induce the customer to pay the inflated price, based upon threats of
2 economic harm if he did not.

3 30. On or about October 21, 2002, a NATIONWIDE moving crew loaded the
4 goods of J.J. onto a moving truck for an interstate move, and, once the goods were so
5 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
6 DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the interstate
7 move from the original low estimate of \$3,931.00 to an inflated price of \$16,000.00,
8 and attempted to induce the customer to pay the inflated price, based upon threats of
9 economic harm if he did not.

10 31. On or about November 1, 2002, NATIONWIDE intentionally provided by
11 telephone an initial low estimate of \$770.00 to A.T. in Nevada, intending to entice her
12 thereby to hire NATIONWIDE to conduct an interstate move for which she would later
13 be charged an inflated price.

14 32. On or about November 5, 2002, a NATIONWIDE moving crew loaded the
15 goods of A.T. onto a moving truck for an interstate move, and, once the goods were so
16 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
17 DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the interstate
18 move from the original low estimate of \$770.00 to an inflated price of \$1,600.00, and
19 attempted to induce the customer to pay the inflated price, based upon threats of
20 economic harm if she did not.

21 33. On or about November 11, 2002, a NATIONWIDE moving crew loaded
22 the goods of A.L. & K.M. onto a moving truck for an interstate move, and, once the
23 goods were so loaded, the NATIONWIDE crew, at the direction and under the
24 supervision of ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the
25 price of the interstate move from the original low estimate of \$2,000.00 to an inflated
26 price of \$5,000.00, and attempted to induce the customers to pay the inflated price,
27 based upon threats of economic harm if they did not.

1 34. On or about November 15, 2002, a NATIONWIDE moving crew loaded
2 the goods of R.B. onto a moving truck for an interstate move, and, once the goods were
3 so loaded, the NATIONWIDE crew, at the direction and under the supervision of
4 ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the
5 interstate move from the original low estimate of \$1,498.75 to an inflated price of
6 \$3,473.75, and attempted to induce the customer to pay the inflated price, based upon
7 threats of economic harm if she did not.

8 35. On or about November 29, 2002, a NATIONWIDE moving crew loaded
9 the goods of A.H. onto a moving truck for an interstate move, and, once the goods
10 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
11 ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the
12 interstate move from the original low estimate of \$1,044.12 to an inflated price of
13 \$7,043.00, and attempted to induce the customer to pay the inflated price, based upon
14 threats of economic harm if he did not.

15 36. On or about December 1, 2002, NATIONWIDE intentionally provided by
16 e-mail an initial low estimate of \$2,730.00 to S. & D.G. in California, intending to
17 entice them thereby to hire NATIONWIDE to conduct an interstate move for which
18 they would later be charged an inflated price.

19 37. On or about December 10, 2002, a NATIONWIDE moving crew loaded
20 the goods of R.M. onto a moving truck for an interstate move, and, once the goods
21 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
22 ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the
23 interstate move from the original low estimate of \$2,180.25 to an inflated price of
24 \$12,803.00, and attempted to induce the customer to pay the inflated price, based upon
25 threats of economic harm if he did not.

26 38. On or about December 13, 2002, a NATIONWIDE moving crew loaded
27 the goods of S.C. onto a moving truck for an interstate move, and, once the goods were
28 so loaded, the NATIONWIDE crew, at the direction and under the supervision of

1 ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the
2 interstate move from the original low estimate of \$1,900.00 to an inflated price of
3 \$6,400.00, and attempted to induce the customer to pay the inflated price, based upon
4 threats of economic harm if she did not.

5 39. On or about December 17, 2002, a NATIONWIDE moving crew loaded
6 the goods of J.L. onto a moving truck for an interstate move, and, once the goods were
7 so loaded, the NATIONWIDE crew, at the direction and under the supervision of
8 ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the
9 interstate move from the original low estimate of \$2,500.00 to an inflated price of
10 \$5,300.00, and attempted to induce the customer to pay the inflated price, based upon
11 threats of economic harm if he did not.

12 40. On or about December 28, 2002, a NATIONWIDE moving crew loaded
13 the goods of L.B. onto a moving truck for an interstate move, and, once the goods were
14 so loaded, the NATIONWIDE crew, at the direction and under the supervision of
15 ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the
16 interstate move from the original low estimate of \$1,406.00 to an inflated price of
17 \$3,784.00, and attempted to induce the customer to pay the inflated price, based upon
18 threats of economic harm if she did not.

19 41. On or about December 30, 2002, a NATIONWIDE moving crew loaded
20 the goods of S. & D.G. onto a moving truck for an interstate move, and, once the goods
21 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
22 ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the
23 interstate move from the original low estimate of \$2,730.00 to an inflated price of
24 \$18,792.00, and attempted to induce the customers to pay the inflated price, based
25 upon threats of economic harm if they did not.

26 42. On or about December 31, 2002, NATIONWIDE intentionally provided
27 by e-mail an initial low estimate of \$1,316.00 to C. & J.M. in Oregon, intending to
28

1 entice them thereby to hire NATIONWIDE to conduct an interstate move for which
2 they would later be charged an inflated price.

3 43. On or about January 1, 2003, NATIONWIDE intentionally provided by
4 telephone an initial low estimate of \$1,300.00 to B.C. in Oregon, intending to entice
5 her thereby to hire NATIONWIDE to conduct an interstate move for which she would
6 later be charged an inflated price.

7 44. On or about January 3, 2003, a NATIONWIDE moving crew loaded the
8 goods of G.B. onto a moving truck for an interstate move, and, once the goods were so
9 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
10 DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the interstate
11 move from the original low estimate of \$1,100.00 to an inflated price of \$2,533.00, and
12 attempted to induce the customer to pay the inflated price, based upon threats of
13 economic harm if she did not.

14 45. On or about January 27, 2003, a NATIONWIDE moving crew loaded the
15 goods of B.C. onto a moving truck for an interstate move, and, once the goods were so
16 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
17 DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the interstate
18 move from the original low estimate of \$1,300.00 to an inflated price of \$3,476.10, and
19 attempted to induce the customer to pay the inflated price, based upon threats of
20 economic harm if she did not.

21 46. On or about January 31, 2003, a NATIONWIDE moving crew loaded the
22 goods of C. & J.M. onto a moving truck for an interstate move, and, once the goods
23 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
24 ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the
25 interstate move from the original low estimate of \$1,316.70.00 to an inflated price of
26 \$5,000.00, and attempted to induce the customers to pay the inflated price, based upon
27 threats of economic harm if they did not.

1 47. On or about February 1, 2003, NATIONWIDE intentionally provided by
2 telephone an initial low estimate of \$1,200.00 to K.W. in Oregon, intending to entice
3 him thereby to hire NATIONWIDE to conduct an interstate move for which he would
4 later be charged an inflated price.

5 48. On or about February 7, 2003, ERIK DERI, using the name "Matthew",
6 told NATIONWIDE customer G.B. by telephone in Colorado that NATIONWIDE
7 would not deliver G.B.'s goods unless she paid the inflated price of \$2,533.00 that
8 NATIONWIDE had demanded.

9 49. On or about February 21, 2003, a NATIONWIDE moving crew loaded the
10 goods of S. & E.A. onto a moving truck for an interstate move, and, once the goods
11 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
12 ERIK DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the
13 interstate move from the original low estimate of \$3,360.00 to an inflated price of
14 \$16,000.00, and attempted to induce the customers to pay the inflated price, based
15 upon threats of economic harm if they did not.

16 50. On or about February 24, 2003, a NATIONWIDE moving crew loaded the
17 goods of K.W. onto a moving truck for an interstate move, and, once the goods were so
18 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
19 DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the interstate
20 move from the original low estimate of \$1,200.00 to an inflated price of \$3,800.00, and
21 attempted to induce the customer to pay the inflated price, based upon threats of
22 economic harm if he did not.

23 51. On or about February 26, 2003, a NATIONWIDE moving crew loaded the
24 goods of S.D. onto a moving truck for an interstate move, and, once the goods were so
25 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
26 DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the interstate
27 move from the original low estimate of \$800.00 to an inflated price of \$964.00, and
28

1 attempted to induce the customer to pay the inflated price, based upon threats of
2 economic harm if she did not.

3 52. On or about February 27, 2003, a NATIONWIDE moving crew loaded the
4 goods of J.M. onto a moving truck for an interstate move, and, once the goods were so
5 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
6 DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the interstate
7 move from the original low estimate of \$800.65 to an inflated price of \$3,132.00, and
8 attempted to induce the customer to pay the inflated price, based upon threats of
9 economic harm if she did not.

10 53. On or about February 28, 2003, a NATIONWIDE moving crew loaded the
11 goods of L.S. onto a moving truck for an interstate move, and, once the goods were so
12 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
13 DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the interstate
14 move from the original low estimate of \$1,296.75 to an inflated price of \$3,030.00, and
15 attempted to induce the customer to pay the inflated price, based upon threats of
16 economic harm if she did not.

17 54. On or about March 1, 2003, NATIONWIDE intentionally provided by
18 telephone an initial low estimate of \$3,696.00 to A. & J.B. in California, intending to
19 entice them thereby to hire NATIONWIDE to conduct an interstate move for which
20 they would later be charged an inflated price.

21 55. On or about March 3, 2003, ERIK DERI initially told NATIONWIDE
22 customer J.M. by telephone in Louisiana that NATIONWIDE would take J.M.'s goods
23 to an undisclosed location unless she paid the inflated price of \$3,132.00 that
24 NATIONWIDE had demanded, and subsequently told her by telephone in Louisiana
25 that she must pay a "discounted price" of \$1,600.00 to receive her goods from
26 NATIONWIDE.

27 56. On or about March 7, 2003, a NATIONWIDE moving crew loaded the
28 goods of C.S. onto a moving truck for an interstate move, and, once the goods were so

1 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
2 DERI, TANYA DERI, YOSEF NAHUM, and others, inflated the price of the interstate
3 move from the original low estimate of \$2,251.80 to an inflated price of \$6,000.00, and
4 attempted to induce the customer to pay the inflated price, based upon threats of
5 economic harm if she did not.

6 57. On or about March 15, 2003, a NATIONWIDE moving crew loaded the
7 goods of A.K. onto a moving truck for an interstate move, and, once the goods were so
8 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
9 DERI, TANYA DERI, YOSEF NAHUM, YUVAL DEREI, and others, inflated the
10 price of the interstate move from the original low estimate of \$1,750.00 to an inflated
11 price of \$2,990.00, and attempted to induce the customer to pay the inflated price,
12 based upon threats of economic harm if she did not.

13 58. On or about March 24, 2003, a NATIONWIDE moving crew loaded the
14 goods of D.C. onto a moving truck for an interstate move, and, once the goods were so
15 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
16 DERI, TANYA DERI, YOSEF NAHUM, YUVAL DEREI, and others, inflated the
17 price of the interstate move from the original low estimate of \$1,100.00 to an inflated
18 price of \$2,200.00, and attempted to induce the customer to pay the inflated price,
19 based upon threats of economic harm if he did not.

20 59. On or about April 15, 2003, ERIK DERI and NATIONWIDE
21 intentionally provided by e-mail an initial low estimate of \$3,850.00 to C.L.M. in
22 Arizona, intending to entice her thereby to hire NATIONWIDE to conduct an interstate
23 move for which she would later be charged an inflated price.

24 60. On or about April 18, 2003, a NATIONWIDE moving crew loaded the
25 goods of M. & S.A. onto a moving truck for an interstate move, and, once the goods
26 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
27 ERIK DERI, TANYA DERI, YUVAL DEREI, and others, inflated the price of the
28 interstate move from the original low estimate of \$480.00 to an inflated price of

1 \$630.00, and attempted to induce the customers to pay the inflated price, based upon
2 threats of economic harm if they did not.

3 61. On or about April 29, 2003, NATIONWIDE intentionally provided by e-
4 mail and telephone an initial low estimate of \$800.00 to A.J. in California, intending to
5 entice her thereby to hire NATIONWIDE to conduct an interstate move for which she
6 would later be charged an inflated price.

7 62. On or about May 13, 2003, a NATIONWIDE moving crew loaded the
8 goods of K. & D.B. onto a moving truck for an interstate move, and, once the goods
9 were so loaded, the NATIONWIDE crew, at the direction and under the supervision of
10 ERIK DERI, TANYA DERI, YUVAL DEREI, and others, inflated the price of the
11 interstate move from the original low estimate of \$3,780.00 to an inflated price of
12 \$8,400.00, and attempted to induce the customers to pay the inflated price, based upon
13 threats of economic harm if they did not.

14 63. On or about May 19, 2003, a NATIONWIDE moving crew loaded the
15 goods of C.L.M. onto a moving truck for an interstate move, and, once the goods were
16 so loaded, the NATIONWIDE crew, at the direction and under the supervision of
17 ERIK DERI, TANYA DERI, YUVAL DEREI, and others, inflated the price of the
18 interstate move from the original low estimate of \$3,850.00 to an inflated price of
19 \$12,826.00, and attempted to induce the customer to pay the inflated price, based upon
20 threats of economic harm if she did not.

21 64. On or about May 28, 2003, a NATIONWIDE moving crew loaded the
22 goods of A.J. onto a moving truck for an interstate move, and, once the goods were so
23 loaded, the NATIONWIDE crew, at the direction and under the supervision of ERIK
24 DERI, TANYA DERI, YUVAL DEREI, and others, inflated the price of the interstate
25 move from the original low estimate of \$800.00 to an inflated price of \$1,400.00, and
26 attempted to induce the customer to pay the inflated price, based upon threats of
27 economic harm if she did not.

1 65. On or about June 27, 2003, a NATIONWIDE moving crew (then doing
2 business as AMERICAN STAR MOVING), loaded the goods of N.K. onto a moving
3 truck for an interstate move, and, once the goods were so loaded, the AMERICAN
4 STAR crew, at the direction and under the supervision of ERIK DERI, TANYA DERI,
5 YUVAL DEREI, and others, inflated the price of the interstate move from the original
6 low estimate of \$1,595.00 to an inflated price of \$2,830.00, and attempted to induce
7 the customer to pay the inflated price, based upon threats of economic harm if she did
8 not.

9 66. On or about July 1, 2003, a NATIONWIDE moving crew (then doing
10 business as AMERICAN STAR MOVING) loaded the goods of J.J. onto a moving
11 truck for an interstate move, and, once the goods were so loaded, the AMERICAN
12 STAR crew, at the direction and under the supervision of ERIK DERI, TANYA DERI,
13 YUVAL DEREI, and others, inflated the price of the interstate move from the original
14 low estimate of \$1,300.00 to an inflated price of \$3,400.00, and attempted to induce
15 the customer to pay the inflated price, based upon threats of economic harm if he did
16 not.

17 67. On or about July 11, 2003, a NATIONWIDE moving crew (then doing
18 business as AMERICAN STAR MOVING) loaded the goods of C.R. onto a moving
19 truck for an interstate move, and, once the goods were so loaded, the AMERICAN
20 STAR crew, at the direction and under the supervision of ERIK DERI, TANYA DERI,
21 YUVAL DEREI, and others, inflated the price of the interstate move from the original
22 low estimate of \$1,428.70 to an inflated price of \$3,170.00, and attempted to induce
23 the customer to pay the inflated price, based upon threat of economic harm if she did
24 not.

25 All in violation of Title 18, United States Code, Section 371.
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COUNTS 2 - 13
(Wire Fraud)

A. The Scheme to Defraud and to Obtain Money and Property

68. Paragraphs 1 through 19 are realleged and incorporated as though fully set forth herein.

69. Beginning at a time uncertain, but in or about May 2002, and continuing until July 15, 2003, within the Western District of Washington, and elsewhere, NATIONWIDE MOVING & STORAGE, LLC, (aka NORTHSTAR MOVING & STORAGE, aka AMERICAN STAR MOVING & STORAGE), ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), YUVAL DEREI, YOSEF NAHUM, (aka JOSEF NAHUM, aka JOE NAHAM, aka YOSI DEREI, aka AVNERY JOSEFY, aka RAYMOND NIELSEN, aka NIELSEN RAYMOND), MARTIN KIRK II and others, known and unknown, knowingly and willfully devised and executed a scheme and artifice to defraud customers of NATIONWIDE, and to obtain money belonging to those customers by means of false and fraudulent pretenses, representations, and promises, by luring customers into doing business with NATIONWIDE by offering them low moving estimates, subsequently inflating the price of the move, and thereafter withholding delivery of their goods until they paid the inflated price to NATIONWIDE.

B. Execution of the Scheme to Defraud

70. On or about the dates set forth below, at Kirkland, Woodinville, and other places within the Western District of Washington, and elsewhere, the defendants set forth below with respect to each count, together with other persons known and unknown to the Grand Jury, having devised and intended to devise the above-described scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did, for the purpose of executing such scheme or artifice, knowingly and willfully transmit and cause to be transmitted, by wire communication in interstate and foreign commerce, the writings, signs, signals, pictures, and sounds described below, each of which constitutes a

representative sample of the use of wire communications in interstate and foreign commerce in furtherance of the scheme and artifice to defraud and a separate count of this Third Superseding Indictment, as follows:

<u>COUNT</u>	<u>DEFENDANTS</u>	<u>DATE</u>	<u>SENT TO</u>	<u>DESCRIPTION OF ITEM</u>
2	NATIONWIDE ERIK DERI TANYA DERI YOSEF NAHUM MARTIN KIRK II	8/30/02	B.V. in OR	e-mail with initial estimated price of \$1,282.50
3	NATIONWIDE ERIK DERI TANYA DERI YOSEF NAHUM MARTIN KIRK II	9/1/02	D. & D.H. in CA	e-mail and telephone call/s with initial estimated price of \$2,800.00
4	NATIONWIDE ERIK DERI TANYA DERI YOSEF NAHUM MARTIN KIRK II	11/1/02	A.T. in NV	telephone call with initial estimated price of \$770.00
5	NATIONWIDE ERIK DERI TANYA DERI YOSEF NAHUM MARTIN KIRK II	12/1/02	S. & D.G. in CA	e-mail with initial estimated price of \$2,730.00
6	NATIONWIDE ERIK DERI TANYA DERI YOSEF NAHUM MARTIN KIRK II	12/31/02	C. & J.M. in OR	e-mail with initial estimated price of \$1,316.00
7	NATIONWIDE ERIK DERI TANYA DERI YOSEF NAHUM MARTIN KIRK II	1/1/03	B.C. in OR	telephone call with initial estimated price of \$1,300.00
8	NATIONWIDE ERIK DERI TANYA DERI YOSEF NAHUM MARTIN KIRK II	2/1/03	K.W. in OR	telephone call with initial estimated price of \$1,200.00
9	NATIONWIDE ERIK DERI TANYA DERI YOSEF NAHUM MARTIN KIRK II	2/7/03	G.B. in CO	telephone call demanding payment of \$2,535.00, rather than initial estimated price of \$1,100.00

10	NATIONWIDE ERIK DERI TANYA DERI YOSEF NAHUM MARTIN KIRK II	3/1/03	A. & J.B. in CA	telephone call with initial estimated price of \$3,696.00
11	NATIONWIDE ERIK DERI TANYA DERI YOSEF NAHUM MARTIN KIRK II	3/3/03	J.M. in LA	telephone call demanding payment of \$3,132.00, rather than initial estimated price of \$800.00
12	NATIONWIDE ERIK DERI TANYA DERI YUVAL DEREI	4/15/03	C.L.M. in AZ	e-mail with initial estimated price of \$3,850.00
13	NATIONWIDE ERIK DERI TANYA DERI YUVAL DEREI	4/29/03	A.J. in CA	e-mail and telephone call with initial estimated price of \$800.00

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNTS 14 - 39
(Interference with Commerce by Extortion)

71. Paragraphs 1 through 19 are realleged and incorporated as though fully set forth herein.

72. On or about the dates set forth below, in the Western District of Washington, and elsewhere, NATIONWIDE MOVING & STORAGE, LLC, (aka NORTHSTAR MOVING & STORAGE, aka AMERICAN STAR MOVING & STORAGE), ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), YOSEF NAHUM, (aka JOSEF NAHUM, aka JOE NAHAM, aka YOSI DEREI, aka AVNERY JOSEFY, aka RAYMOND NIELSEN, aka NIELSEN RAYMOND), MARTIN KIRK II and others, known and unknown, did knowingly and unlawfully obstruct, delay and affect, and attempt to obstruct, delay and affect interstate commerce and the movement of articles and commodities in such commerce by means of extortion, in that defendants unlawfully received money for interstate

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1 moving services from customers, with their consent induced by the wrongful use of
2 fear of actual and threatened economic harm, in that defendants threatened to withhold
3 delivery of customers' goods unless they paid money that NATIONWIDE claimed it
4 was owed.

<u>COUNT</u>	<u>DATE</u>	<u>VICTIM</u>	<u>INTERSTATE MOVE AFFECTED</u>
14	7/17/02	R. & J.B.	goods loaded onto truck in Bellevue, WA by NATIONWIDE moving crew; delivery destination: Hillsboro, OR; NATIONWIDE demanded payment of \$14,000.00, instead of \$4,434.00
15	8/15/02	T. & A.W.	goods loaded onto truck in Springfield, OR by NATIONWIDE moving crew; delivery destination: Ann Arbor, MI; NATIONWIDE demanded payment of \$3,915.00, instead of \$1,100.00
16	8/16/02	R.R.	goods loaded onto truck in San Francisco, CA by NATIONWIDE moving crew; delivery destination: Seattle, WA; NATIONWIDE demanded payment of \$25,530.00, instead of \$4,222.12
17	9/14/02	K.G.	goods loaded onto truck in Seattle, WA by NATIONWIDE moving crew; delivery destination: Knoxville, TN; NATIONWIDE demanded payment of \$2,550.00, instead of \$1,275.00
18	10/03/02	D. & D.H.	goods loaded onto truck in Eldorado Hills, CA by NATIONWIDE moving crew; delivery destination: Montrose, CO; NATIONWIDE demanded payment of \$10,000.00, instead of \$2,800.00
19	10/14/02	S.L.	goods loaded onto truck in AZ by NATIONWIDE moving crew; delivery destination: Roseburg, OR; NATIONWIDE demanded payment of \$3,000.00, instead of \$1,295.30
20	10/17/02	B.V	goods loaded onto truck in Portland, OR by NATIONWIDE moving crew; delivery destination: Canton, OH; NATIONWIDE demanded payment of \$4,500.00, instead of \$1,282.50

1	21	10/21/02	J.J.	goods loaded onto truck in Seattle, WA by NATIONWIDE moving crew; delivery destination: Boynton Beach, FL; NATIONWIDE demanded payment of \$16,000.00, instead of \$3,931.00
2				
3				
4	22	11/5/02	A.T.	goods loaded onto truck in Las Vegas, NV by NATIONWIDE moving crew; delivery destination: Seattle, WA; NATIONWIDE demanded payment of \$1,600.00, instead of \$770.00
5				
6				
7	23	11/1/02	A.L. & K.R.	goods loaded onto truck in Seattle, WA by NATIONWIDE moving crew; delivery destination: Pacifica, CA; NATIONWIDE demanded payment of \$5,000.00, instead of \$2,000.00
8				
9				
10	24	11/15/02	R.B.	goods loaded onto truck in Palouse, WA by NATIONWIDE moving crew; delivery destination: Wilmington, NC; NATIONWIDE demanded payment of \$3,473.75, instead of \$1,498.75
11				
12				
13	25	11/29/02	A.H.	goods loaded onto truck in Portland, OR by NATIONWIDE moving crew; delivery destination: Las Vegas, NV; NATIONWIDE demanded payment of \$7,043.00, instead of \$1,044.00
14				
15				
16	26	12/10/02	R.M.	goods loaded onto truck in Union Gap, WA by NATIONWIDE moving crew; delivery destination: Everton, AR; NATIONWIDE demanded payment of \$12,803.00, instead of \$2,180.00
17				
18				
19	27	12/13/02	S.C.	goods loaded onto truck in San Jose, CA by NATIONWIDE moving crew; delivery destination: Seattle, WA; NATIONWIDE demanded payment of \$6,400.00, instead of \$1,900.00
20				
21				
22	28	12/17/02	J.L.	goods loaded onto truck in WA by NATIONWIDE moving crew; delivery destination: Austin, TX; NATIONWIDE demanded payment of \$5,300.00, instead of \$2,500.00
23				
24				
25	29	12/28/02	L.B.	goods loaded onto truck in Omaha, NE by NATIONWIDE moving crew; delivery destination: Seattle, WA; NATIONWIDE demanded payment of \$3,784.00, instead of \$1,406.00
26				
27				
28				

1	30	12/30/02	S. & D.G.	goods loaded onto truck in CA by NATIONWIDE moving crew; delivery destination: Leander, TX; NATIONWIDE demanded payment of \$18,790.00, instead of \$2,730.00
2				
3				
4	31	1/3/2003	G.B.	goods loaded onto truck in Issaquah, WA by NATIONWIDE moving crew; delivery destination: Denver, CO; NATIONWIDE demanded payment of \$2,535.00, instead of \$1,100.00
5				
6				
7	32	1/27/03	B.C.	goods loaded onto truck in Portland, OR by NATIONWIDE moving crew; delivery destination: Sherman Oaks, CA; NATIONWIDE demanded payment of \$3,476.10, instead of \$1,300.00
8				
9				
10	33	1/31/03	C. & J.M.	goods loaded onto truck in Gresham, OR by NATIONWIDE moving crew; delivery destination: Mesa, AZ; NATIONWIDE demanded payment of \$5,000.00, instead of \$1,316.70
11				
12				
13	34	2/21/03	S. & E.A.	goods loaded onto truck in Woodland Hills, CA by NATIONWIDE moving crew; delivery destination: Revere, MA; NATIONWIDE demanded payment of \$16,000.00, instead of \$3,600.00
14				
15				
16	35	2/24/03	K.W.	goods loaded onto truck in Phoenix, AZ by NATIONWIDE moving crew; delivery destination: Portland, OR; NATIONWIDE demanded payment of \$3,800.00, instead of \$1,200.00
17				
18				
19	36	2/26/03	S.D.	goods loaded onto truck in Seattle, WA by NATIONWIDE moving crew; delivery destination: Antioch, IL; NATIONWIDE demanded payment of \$964.00, instead of \$800.00
20				
21				
22	37	2/27/03	J.M.	goods loaded onto truck in Federal Way, WA by NATIONWIDE moving crew; delivery destination: Bossier City, LA; NATIONWIDE demanded payment of \$3,132.00, instead of \$800.00
23				
24				
25	38	2/28/03	L.S.	goods loaded onto truck in Seattle, WA by NATIONWIDE moving crew; delivery destination: Liverpool, NY; NATIONWIDE demanded payment of \$3,030.00, instead of \$1,296.75
26				
27				
28				

39 3/07/03 C.S. goods loaded onto truck in WA by
NATIONWIDE moving crew; delivery
destination: Lithia Springs, GA;
NATIONWIDE demanded payment of
\$6,000.00, instead of \$2,251.00

All in violation of Title 18, United States Code, Sections 1951 and 2.

COUNTS 40 - 41
(Interference with Commerce by Extortion)

73. Paragraphs 1 through 19 are realleged and incorporated as though fully set forth herein.

74. On or about the dates set forth below, in the Western District of Washington, and elsewhere, NATIONWIDE MOVING & STORAGE, LLC, (aka NORTHSTAR MOVING & STORAGE, aka AMERICAN STAR MOVING & STORAGE), ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA DEREI), YOSEF NAHUM, (aka JOSEF NAHUM, aka JOE NAHAM, aka YOSI DEREI, aka AVNERY JOSEFY, aka RAYMOND NIELSEN, aka NIELSEN RAYMOND), MARTIN KIRK II, YUVAL DEREI, and others, known and unknown, did knowingly and unlawfully obstruct, delay and affect, and attempt to obstruct, delay and affect interstate commerce and the movement of articles and commodities in such commerce by means of extortion, in that defendants unlawfully received money for interstate moving services from customers, with their consent induced by the wrongful use of fear of actual and threatened economic harm, in that defendants threatened to withhold delivery of customers' goods unless they paid money that NATIONWIDE claimed it was owed.

<u>COUNT</u>	<u>DATE</u>	<u>VICTIM</u>	<u>INTERSTATE MOVE AFFECTED</u>
40	3/15/03	A.K.	goods loaded onto truck in Portland, OR by NATIONWIDE moving crew; delivery destination: Carlsbad, CA; NATIONWIDE demanded payment of \$2,990.00, instead of \$1,750.00

1 41 3/24/03 D.C. goods loaded onto truck in Seattle, WA by
2 NATIONWIDE moving crew; delivery
3 destination: Los Angeles, CA; NATIONWIDE
demanded payment of \$2,200.00, instead of
\$1,100.00

4 All in violation of Title 18, United States Code, Sections 1951 and 2.

5
6 **COUNTS 42 - 48**
7 **(Interference with Commerce by Extortion)**

8 75. Paragraphs 1 through 19 are realleged and incorporated as though fully set
9 forth herein.

10 76. On or about the dates set forth below, in the Western District of
11 Washington, and elsewhere, NATIONWIDE MOVING & STORAGE, LLC,
12 (aka NORTHSTAR MOVING & STORAGE, aka AMERICAN STAR MOVING &
13 STORAGE), ERIK DERI, TANYA DERI, (aka TANYA MARTIN, aka TANYA
14 DEREI), YUVAL DEREI, and others, known and unknown, did knowingly and
15 unlawfully obstruct, delay and affect, and attempt to obstruct, delay and affect
16 interstate commerce and the movement of articles and commodities in such commerce
17 by means of extortion, in that defendants unlawfully received money for interstate
18 moving services from customers, with their consent induced by the wrongful use of
19 fear of actual and threatened economic harm, in that defendants threatened to withhold
20 delivery of customers' goods unless they paid money that NATIONWIDE claimed it
21 was owed.

<u>COUNT</u>	<u>DATE</u>	<u>VICTIM</u>	<u>INTERSTATE MOVE AFFECTED</u>
42	4/18/03	M. & S.A.	goods loaded onto truck in Beaverton, OR by NATIONWIDE moving crew; delivery destination: Vancouver, WA; NATIONWIDE demanded payment of \$630.00, instead of \$480.00
43	5/13/02	K. & D.B.	goods loaded onto truck in Bothell, WA by NATIONWIDE moving crew; delivery destination: Gottlettsville, TN; NATIONWIDE demanded payment of \$8,400.00, instead of \$3,780.00

1	44	5/19/03	C.L.M.	goods loaded onto truck in Gilbert, AZ by
2				NATIONWIDE moving crew; delivery
3				destination: White Post, VA; NATIONWIDE
4	45	5/28/03	A.J.	demanded payment of \$12,8260.00, instead of
5				\$3,850.00
6				
7	46	6/27/03	N.K.	goods loaded onto truck in Berkley, CA by
8				NATIONWIDE moving crew; delivery
9				destination: Margate, FL; NATIONWIDE
10				demanded payment of \$1,400.00, instead of
11				\$800.00
12	47	7/01/03	J.J.	goods loaded onto truck in Seattle, WA by
13				NATIONWIDE (dba AMERICAN STAR)
14				moving crew; delivery destination: Las Vegas,
15				NV; AMERICAN STAR crew demanded
16				payment of \$2,830.00, instead of \$1,595.00;
17				YUVAL DEREI and ERIK DERI both
18				demanded payment of inflated price before
19				goods would be delivered
20				
21	48	7/11/03	C.R.	goods loaded onto truck in Los Angeles, CA
22				by NATIONWIDE (dba AMERICAN STAR)
23				moving crew; delivery destination: San
24				Antonio, TX; AMERICAN STAR demanded
25				payment of \$3,400.00, instead of \$1,300.00
26				
27				
28				

All in violation of Title 18, United States Code, Sections 1951 and 2.

COUNT 49
(Use of False Passport)

77. On or about August 26, 2002, within the Western District of Washington, the defendant YOSEF NAHUM, (aka JOSEF NAHUM, aka JOE NAHAM, aka YOSI DEREI, aka AVNERY JOSEFY, aka RAYMOND NIELSEN, aka NIELSEN RAYMOND), willfully and knowingly used and attempted to use a false, forged, and counterfeited passport, in that the defendant submitted and used a false, forged and counterfcited Belgian passport in the name of "Raymond Nielsen," # EC 510402, as

1 proof of identity for purposes of obtaining a private mail box for the receipt of mail
2 through the United States postal system.

3 All in violation of Title 18, United States Code, Section 1543.
4

5 **FORFEITURE**

6 78. The allegations of Counts 2 through 48 of this Indictment are realleged
7 and incorporated by reference for the purpose of alleging forfeiture to the United States
8 of America of certain property in which one or more of the defendants have an interest,
9 pursuant to the provision of Title 18, United States Code, Section 981(a)(1)(C).

10 79. Upon conviction of any violation of Title 18, United States Code,
11 Sections 1343 and 1951, each defendant shall forfeit to the United States any property,
12 real or personal, constituting or derived from proceeds traceable to such violation,
13 pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United
14 States Code, Section 2461(c), including, but not limited to, the following:

- 15 A) One 1999 Mitsubishi Fuso truck
16 VIN # JW6DEMIE2XM000668;
- 17 B) One 2002 Toyota Tacoma truck
18 VIN # STEHN72N62Z132317;
- 19 C) One 1999 Mazda Miata automobile
20 VIN # JMINB3534X0102156
- 21 D) all the contents of Bank of America account # 23260904, in the
22 name of NATIONWIDE MOVING SYSTEMS, LLC.

23 80. If any of the property or proceeds described above as being subject to
24 forfeiture pursuant to any violation of Title 18, United States Code, Sections 1343 and
25 1951, as a result of any act or omission of the defendants:

- 26 A) cannot be located upon the exercise of due diligence;
- 27 B) has been transferred, or sold to, or deposited with a third person;
- 28 C) has been placed beyond the jurisdiction of the Court;
- D) has been substantially diminished in value; or

1 E) has been commingled with other property which cannot be
2 subdivided without difficulty;
3 it is the intent of the United States, pursuant to Title 21, United States Code, Section
4 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek
5 forfeiture of any other property of the defendants up to the value of the above
6 forfeitable property or to seek the return of the property to the jurisdiction of the Court
7 so that the property may be seized and forfeited.

8 All pursuant to the provisions of Title 18, United States Code, Section
9 981(a)(1)(C), Title 28, United States Code, Section 2461(c), and Title 21, United States
10 Code, Section 853.

11
12 A TRUE BILL:

13
14 JT Moore
15 FOREPERSON

1/29/04
DATE

16 M J Batt for
17 JOHN McKAY
18 United States Attorney

19 Floyd G. Short
20 FLOYD G. SHORT
21 Assistant United States Attorney

22 Kathryn A. Warma
23 KATHRYN A. WARMA
24 Assistant United States Attorney

25 Richard E. Cohen
26 RICHARD E. COHEN
27 Assistant United States Attorney
28